



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

mend the attitude of the majority of the court in firmly discountenancing such a policy and in its stead to declare that it is better to let an illegal trust lose its goods without redress than for the court to aid it in enforcing its program of combination in any of its various aspects.

We commend the opinion of the court in the case of *McMullen v. Hoffmann*, 174 U. S. 639, where the court declared, speaking of the policy which refuses to enforce contracts in any way tainted with illegality: "The more plainly parties understand that when they enter into contracts of this nature, they place themselves outside the protection of the law, so far as that protection consists in aiding them to enforce such contracts, the less inclined will they be to enter into them. In that way the public secures the benefit of a rigid adherence to the law."

IN VACATION.

"Fairness of a Horse Swap Is Peculiarly a Question for a Jury of the Vicinage."—In *Sykes v. Sutton*, 3 Ga. App. 204, it is said: "We have read with much interest and attention the evidence in the record, and we must admit that we are not fully in accord with the jury in our conclusion from the facts. But the fairness of a horse swap is peculiarly a question for a jury of the vicinage. The character and abilities of the respective 'swappers,' as well as the temptations inherent in such transactions, and to what extent excusable, are largely ethical questions; far better understood by the jurors on the ground than by reviewing courts at a distance. To our uninitiated mind it seems that the old horse trader with ten years' experience in his special line got somewhat the best of the youthful novice. At the conclusion, the old trader had both horses, and a judgment against the adolescent novice for \$44.20 principal, interest, and costs. This result evinces great skill and finesse on the part of the experienced client and his able attorneys. It is a little puzzling to those who do not understand the mysteries of horse trades and jury trials. But the charge of the court in the main was fair, accurate, and comprehensive, clearly covering all the material issues in the case. The disconnected excerpts, when considered in connection with the entire charge, contain no serious or harmful error. This court will not have the judicial temerity to permit its conclusion to crystalize into judicial opinion at variance with that of the jury on the facts in connection with a horse trade, about which they were, by reason of propinquity to the parties and witnesses and to the scene of action, the better judges."